

United States Bankruptcy Court  
District of Delaware

In re: W. R. Grace & Co., et al.,  
Case No. 01-01139 et al. (Jointly Administered under Case No. 01-01139)

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(1), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee:

Fair Harbor Capital, LLC  
As assignee of HMR

Name of Transferor:

HMR

Name and Address where notices to transferee should be sent:

Fair Harbor Capital, LLC  
Ansania Finance Station  
PO Box 237037  
New York, NY 10023

Court Claim # (if known): none

Amount of Claim: \$1,177.61

Date Claim Filed:

Name and Address of Transferor:

HMR  
59 Temple Pl, Ste 704  
Boston, MA 02111

Phone: 212.907.4035  
Last Four Digits of Acct #: n/a

Phone:  
Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Phone: n/a  
Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/Fredric Glass Date: September 29, 2010  
Transferee/Transferee's Agent  
Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

**United States Bankruptcy Court  
District of Delaware**

**In re: W. R. Grace & Co., et al.,  
Case No. 01-01139 et al. (Jointly Administered under Case No. 01-01139)**

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

**Claim No. none (if known)**

was filed or deemed filed under 11 U.S.C. § 1111(b) in this case by the alleged transferor. As evidence of the transfer of claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on September 29, 2010.

**Name of Transferee:**

Fair Harbor Capital, LLC  
As assignee of HMR

**Name of Alleged Transferor:**

HMR

Fair Harbor Capital, LLC  
Ansonia Finance Station  
PO Box 237037  
New York, NY 10023

**Name and Address of Alleged  
Transferor:**

HMR  
59 Temple Pl, Ste 704  
Boston, MA 02111

**-DEADLINE TO OBJECT TO TRANSFER-**

The transferor of claim named above is advised that this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

Clerk of the Court

9/17/2010 11:28 AM FROM: FAX TO: 1 617 3578690 PAGE: 003 OF 003

United States Bankruptcy Court  
District of Delaware

In re:  
W. R. Grace & Co., et al.  
Debtors

X Chapter 11  
Case Nos. 01-01139 et al., Jointly Administered Under Case No. 01-01139  
Amount \$1,177.61

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE**

Bankruptcy Rule 3000(e)

PLEASE TAKE NOTICE that the unsecured claim of HMR ("Transferor") against the Debtor(s) in the amount of \$1,177.61, as listed within Schedule F of the Schedule of Assets and Liabilities filed by the Debtor(s), and all claims (including without limitation the Proof of Claim, if any, identified below) and Transferor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption or nonassumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, claims of action against the Debtor, its affiliates, my guarantor or other third party, together with rights and benefits arising from, under or relating to any of the foregoing, and all other, unexecuted, instruments and other property which may be held or issued by Debtor in connection with the transfer of the same, have been transferred and assigned (other than for security) to Fair Harbor Capital, LLC ("Transferee") in consideration of the sum \_\_\_\_\_, the signature of the Transferee on this document is evidence of the Transfer of the claims and all rights and benefits of Transferor relating to the Claim. The Claim is based on amounts owed to Transferee by Debtor and this transfer shall be deemed an absolute and unconditional transfer of the Claim for the purpose of collection and shall not be deemed to create a security interest. Please note that Fair Harbor Capital, LLC is not obligated to file any application, motion, Proof of Claim or other document with the Bankruptcy Court with regard to your claim.

I, the undersigned Transferor of the above-described claims, hereby assign and transfer my claims and all rights there under to the Transferee upon terms as set forth in this instrument. I represent and warrant that the claim is not less than \$1,177.61 and has not been previously assigned to, sold, or transferred. Upon notification by Transferee, I agree to subordinate Transferee's pro rata portion of the purchase price if the claim is reduced, objected to, or disallowed in whole or part by the Debtor, the Court, or any other party and Transferee represents and warrants that there are no offsets or defenses or prepayment payments that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

A Proof of Claim has been filed in the amount of \$\_\_\_\_\_. It has not (been) filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

In the event the Claim is ultimately reduced in an amount in excess of the amount purchased herein, Transferor is hereby deemed to sell to Transferee, and, at Transferee's option only, Transferee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Transferee shall remit such payment to Transferor upon Transferee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

I, the undersigned Transferor hereby authorize Transferee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"). With respect to the Claim, while Transferee performs its due diligence on the Claim, Transferee, at its sole option, may subsequently transfer the Claim back to Transferor if due diligence is not satisfactory. In Transferee's sole and absolute discretion, pursuant to Rule 3001 (e) of the FRBP, to the extent Transferee transfers the Claim back to Transferor or withdraws the transfer, at such time both Transferor and Transferee release each other of all and any obligation or liability regarding this Assignment of Claim. Transferor hereby acknowledges and consents to all of the terms set forth in this Transfer of Claim and hereby retains (i) the right to file any objection thereto, and (ii) the right to receive notice pursuant to Rule 3001 (e) of the FRBP. Transferee hereby acknowledges that Transferee may at any time resign the Claim, together with all right, title and interest of Transferee in and to the Transfer of Claim. All representation and warranties made herein shall survive the execution and delivery of this Transfer of Claim and any such re-assignment.

Other than stated above, Transferor retains all rights associated with debtor's ability to distribute funds. Transferor agrees to deliver to Fair Harbor Capital, LLC any correspondence or documents received subsequent to the date Transferee signs this agreement. The clerk of the court is authorized to change the address regarding the claim of the Transferor to that of the Transferee listed below. If Transferee fails to negotiate the distribution check issued to Transferee on or before thirty (30) days after issuance of such check, then Transferee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Transferee's bank account, and Transferor shall be automatically deemed to have waived to Claim.

This Transfer of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Transferor consents to and accepts personal jurisdiction over Transferee by such court or courts and agrees that service of process may be made upon Transferee by mailing a copy of such process to Transferee at the address set forth in this Assignment of Claim, and in any action hereunder Transferee waives the right to demand a trial by jury. Transferor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Transferee has paid for the Claim, Transferor shall immediately remit to Transferee all monies paid by Transferee in regard to the Claim and ownership of the Claim until such time back to Transferee.

**TRANSFEROR:**

HMR  
29 Temple St,  
Ste 7M  
Boston, MA 02117-1246

Print Name: Grace M Whaley Title: Finance Mgr

Signature: Grace M Whaley Date: 9/12/10  
Uphol-A-  
Phone: \_\_\_\_\_

**TRANSFEE:**  
Fair Harbor Capital, LLC  
1841 Broadway, Suite 1007  
New York, NY 10023

Signature:

Victor Kras  
Signature  
Cesarito Gómez, Member Fair Harbor Capital, LLC